

RIGHT OF WAY AGREEMENT

Right-of-Way: Huasna Road Repair Project
245R2B594, Parcel No. 13-11

THIS AGREEMENT entered into this ____ day of _____, 20____, by and between TALLEY FARMS INC., A California Corporation, hereinafter referred to as GRANTOR and the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, hereinafter referred to as COUNTY;

WITNESSETH:

WHEREAS, COUNTY needs to obtain certain property interests from GRANTOR for the Huasna Road Repair Project ("Project"); and

WHEREAS, an easement deed in the form of Public Road And Slope Easement Deed No. 13-11 ("Easement Deed") covering the property particularly described therein (the "Subject Property"), has been executed and delivered to Phil Acosta, Right of Way Agent for COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, promises and agreements herein set forth, it is mutually agreed by and between GRANTOR and COUNTY as follows:

1. The parties have herein set forth the whole of their Agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the COUNTY of all further obligation or claims on this account or on account of the location, or construction, of the proposed public improvement, except as set forth herein.

2. The COUNTY shall:

a. Pay the undersigned GRANTOR the sum of \$1,320.00 for the property interests as conveyed herein and by said Easement Deed when title to said property vests in the COUNTY free and clear of all liens, encumbrances, assessments, easements, leases (recorded and/or unrecorded), and all taxes, except:

1. Taxes for the fiscal year in which this Agreement is entered which shall be cleared and paid in the manner specified under Article 5 (commencing with Section 5081) of Chapter 4 of Part 9 of Division 1 of the Revenue and Taxation Code, if unpaid at time Agreement is entered.

2. Easements or rights of way over said land for public, public utility or quasi-public utility purposes, if any.

b. Pay any escrow and recording fees incurred in this transaction, and if title insurance is desired by the COUNTY, the premium charged therefor.

c. Have the authority to deduct and pay from the amount shown in Paragraph 2.a. above, any amount necessary to satisfy any delinquent taxes due in any fiscal year except the fiscal year in which this escrow closes, together with penalties and interest thereon, and/or delinquent or non-delinquent assessments or bonds except those which title is to be taken subject to, in accordance with the terms of this Agreement.

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3. GRANTOR hereby warrants and represents that the GRANTOR has no reason to believe that any hazardous waste, extremely hazardous waste, or hazardous substance (as those terms are defined in sections 25117, 25115, and 25316 of the California Health and Safety Code) has come to be located on, beneath or within any of the real property covered by the above referenced Easement Deed or this Agreement. If GRANTOR ever becomes aware of the presence of any hazardous waste, extremely hazardous waste, or hazardous substance on, beneath or within these areas, GRANTOR shall immediately so advise COUNTY.

4. GRANTOR hereby warrants and represents that (1) GRANTOR has sufficient title in the Subject Property to fully convey to the COUNTY all of the property rights and interests described in the Deed, and (2) that GRANTOR's title in the Subject Property shall not be compromised or transferred by any voluntary or involuntary transfer of any property interest, or the voluntary or involuntary creation of any lien, in the Subject Property to someone other than the COUNTY prior to close of escrow.

5. A Temporary Construction Easement ("TCE") is hereby granted by GRANTOR to the COUNTY and its independent contractor to enter upon that portion of GRANTOR's land within that certain area depicted in the "Temporary Construction Easement Exhibit" attached hereto and made a part hereof (TCE), for the purpose of construction and construction support activities related to said Project including, but not limited to the storage and stockpiling of materials, soil and equipment.

The TCE shall commence thirty (30) days following the issuance of a written notice of construction commencement issued by COUNTY to GRANTOR via U.S. Mail. The TCE shall be for a term of one hundred eighty (180) days or until the COUNTY's issuance of a written notice of construction completion, whichever is shorter, provided that in no event shall the term of this TCE extend beyond December 31, 2016.

The amount shown in Paragraph 2.a. herein includes, but is not limited to, full payment for said TCE, including severance damages, if any, from said date. Upon completion of construction of the Project, the TCE shall be generally restored to the condition that existed prior to construction, to the extent reasonably practical.

6. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions of this agreement, County shall have the right to possess and use the property described in Easement Deed 13-05 commencing on November 01, 2014 or upon the close of escrow, whichever shall occur first and that the amount shown in Paragraph 2.a. herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

IN WITNESS WHEREOF, GRANTOR and COUNTY have executed this Agreement the day and year first above written.

GRANTOR: TALLEY FARMS INC., A California Corporation

By: 
Authorized Officer

Date: 9/24/14

Print Name: Kevin Talley

Title: VICE PRESIDENT

COUNTY OF SAN LUIS OBISPO – DEPARTMENT OF PUBLIC WORKS
RIGHT OF WAY AGREEMENT

COUNTY OF SAN LUIS OBISPO

Chairperson of the Board of Supervisors
County of San Luis Obispo


Dated: _____, 20__

ATTEST:
Julie L. Rodewald County Clerk-Recorder
and Ex-Officio Clerk of the Board of Supervisors
County of San Luis Obispo

Deputy Clerk

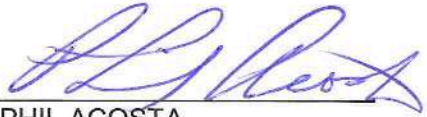
APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

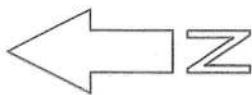
By: 
Deputy County Counsel

RECOMMENDED FOR APPROVAL:

Department of Public Works:
DAVE FLYNN
Interim Public Works Director

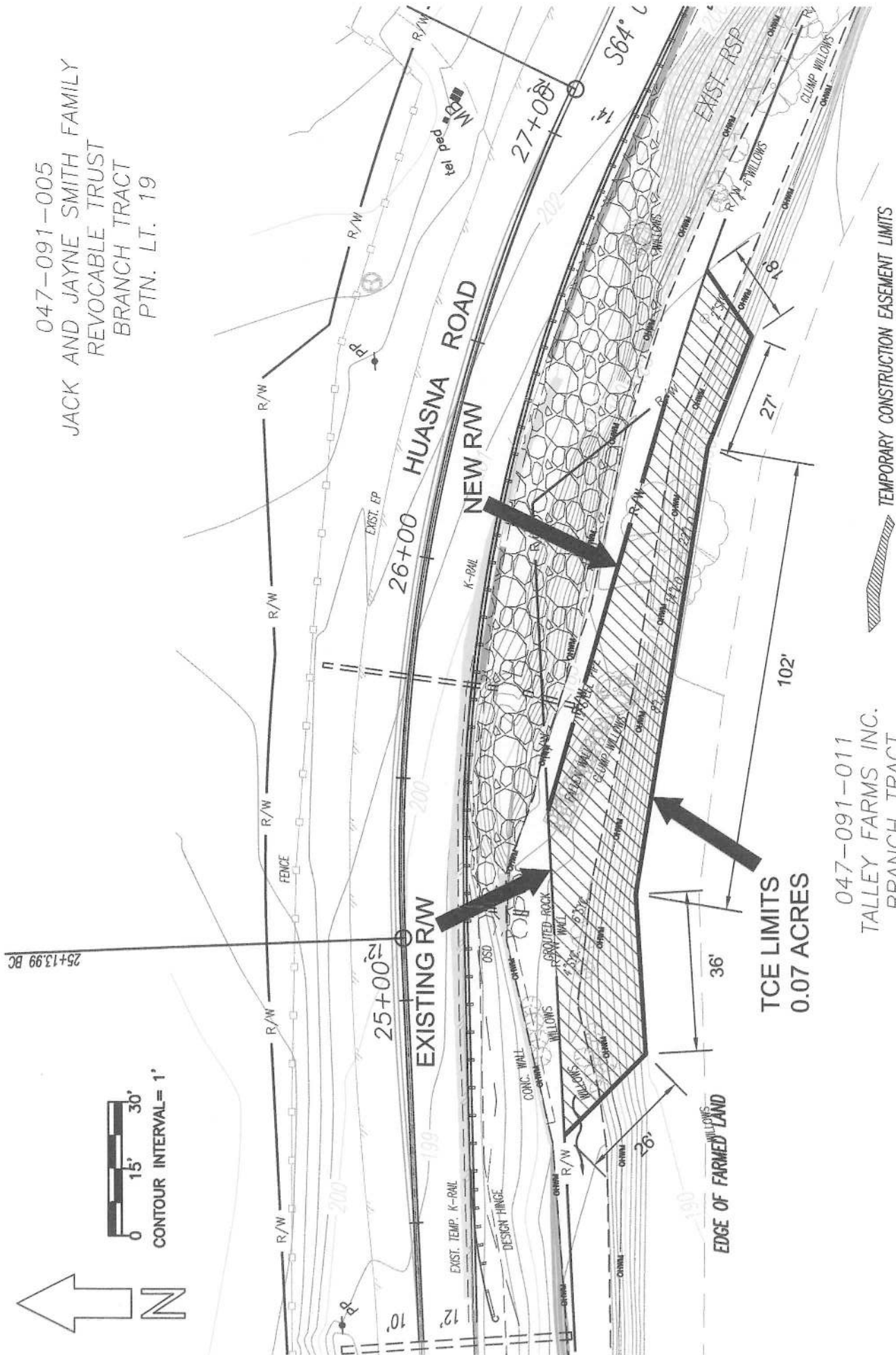
By: 
PHIL ACOSTA
Right of Way Agent

V: PWA\Small Projects\Huasna Rd Repair\Talley Farms RW Agmt 9-17-2014



CONTOUR INTERVAL = 1'

047-091-005
JACK AND JAYNE SMITH FAMILY
REVOCABLE TRUST
BRANCH TRACT
PTN. LT. 19



TEMPORARY CONSTRUCTION EASEMENT LIMITS

047-091-011
TALLEY FARMS INC.
BRANCH TRACT
LTS. 8, 9, 10, 12 & 13

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

SCALE 1" = 30'